



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

March 31, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO  
ACCEPT TWO-YEAR FUNDING FROM THE STATE OF CALIFORNIA  
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD (VCGCB)  
FOR THE CLAIMS VERIFICATION PROGRAM AND TO ADMINISTER THE  
FUNERAL BURIAL/DOMESTIC VIOLENCE PROGRAM  
FOR FISCAL YEARS 2005-06 AND 2006-07  
ALL DISTRICTS (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt the enclosed Resolution authorizing the Los Angeles County District Attorney, on behalf of the County of Los Angeles, to enter into a Joint Exercise of Powers Agreement with the VCGCB. Under this Agreement, the County will provide services to victims of crime, process compensation claims filed by victims, pay funeral/burial expenses for families of victims of crimes and pay relocation costs for victims of domestic violence on behalf of the State.
2. Authorize the District Attorney, on behalf of the County of Los Angeles, to execute the VCGCB Agreement to accept grant funds for the Claims Verification program in the amount of \$5,204,780 for two fiscal years (\$2,602,390 for each fiscal year) during the period of July 1, 2005 through June 30, 2007. The County's allocation is \$3,901,852 (\$1,950,926 for each fiscal year). The City of Los Angeles' allocation, as a subcontractor, is \$1,302,928 (\$651,464 for each fiscal year). An advance of \$200,000 was provided to the District Attorney's Office by VCGCB to pay for qualifying funeral burial/domestic violence claims.

3. Approve and instruct the Chair to sign the enclosed two-year Agreement between Los Angeles County and the City of Los Angeles. The VCGCB guidelines allow only one Claims Verification Program provider in each County; however, the City desires to participate in this program as a subcontractor. Pursuant to the Agreement, the City will provide services to victims of crime and process claims filed by the victims within the City of Los Angeles. Program cost will be limited to the City's allocation amount of \$651,464 per year.
4. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the VCGCB Agreement, and to sign and approve revisions that do not affect the net County cost of the Agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Previously, the Claims Verification Program and the Funeral and Burial/Domestic Violence Program were under separate VCGCB agreements. They have been combined into a single document and extended for a two-year period by VCGCB to simplify administrative procedures.

The purpose of the Agreement is to allow the District Attorney's Office (DA) to provide services to victims of crime, by processing compensation claims filed by victims, on behalf of the State. The Agreement will also assist victims of crime by eliminating the need to postpone funerals when a provider of funeral/burial services is unwilling to wait for reimbursement from VCGCB and facilitating the payment of emergency relocation costs of victims of domestic violence. The Agreement not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The City of Los Angeles performs as a subcontractor to the DA for the Claims Verification Program. Pursuant to the Agreement, the City will provide services to victims of crime and process claims for the un-reimbursed financial losses incurred by victims within the boundaries of the City of Los Angeles.

As part of the Agreement, the State requires adoption of the enclosed Resolution. Board approval is also required for the Agreement between the County and City. Both documents have been approved as to form by County Counsel.

### **Implementation of Strategic Plan Goals**

Both programs expedite payments to victims of crime which is consistent with the County's Strategic Plan Goal No. 1, Service Excellence, in that they provide the public with access to services that are both beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

Funding for the Claims Verification Program was included in the DA's 2005-06 budget request. The total Agreement amount for Fiscal Year (FY) 2005-06 is \$2,602,390, of which \$1,950,926 is allocated to the DA and \$651,464 is allocated to Los Angeles City Attorney's Office. A revolving fund of \$200,000 is continuously replenished by the VCGCB as costs are incurred for the Funeral Burial/Domestic Violence Program. The total cost for these programs will be fully offset by the VCGCB.

Approved funding for the programs will be included in DA's 2006-07 budget request.

If funding for these programs were terminated, an evaluation would be conducted to determine whether the programs would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the District Attorney's Office as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the state for un-reimbursed financial losses incurred by victims of crime for the past eighteen (18) years and has administered payments for emergency funeral burial and domestic violence and sexual assault victim relocations for the past five (5) years.

In FY 2003-04, the Claims Verification Unit received 4,624 claims and paid \$7,731,562 to victims. This is a decrease from FY 2002-03 in which 6,329 claims were received and \$16,410,000 was paid to victims. Funeral Burial and Domestic Violence payments also decreased. A total of \$2,583,699 was paid in FY 2002-03 and \$2,435,607 was paid in FY 2003-04.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

**CONCLUSION:**

Following Board authorization to approve the agreement for this program, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter and two (2) copies of the approved Resolution and Agreement containing original signatures, to Albert Ablaza, Contract and Grants Unit, Los Angeles County District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza via e-mail at [aablaza@da.co.la.ca.us](mailto:aablaza@da.co.la.ca.us) or by telephone at (213) 202-7683.

Very truly yours,



STEVE COOLEY  
District Attorney

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Enclosures

c: Chief Administrative Officer  
County Counsel

**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** Los Angeles County District Attorney's Office

**Grant Project Title and Description**

The Claims Verification and Funeral Burial/Domestic Violence Programs provide services to victims of crime by processing compensation claims filed by victims and paying verified funeral/burial claims and domestic violence relocation expenses on behalf of the State. This arrangement expedites reimbursement to crime victims, enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities, assists victims of crime by eliminating the need to postpone funerals when a provider of funeral/burial services is unwilling to wait for reimbursement from the State, and facilitates the payment of emergency relocation costs of victims of domestic violence.

**Funding Agency**  
State Victim Compensation and  
Government Claims Board

**Program (Fed. Grant # /State Bill or Code #)**

**Grant Acceptance Deadline**  
May 10, 2005

**Total Amount of Grant Funding:** \$3,901,852

**County Match:-0-**

**Grant Period:** FY 2005-2007

**Begin Date:** July 1, 2005

**End Date:** June 30, 2007

**Number of Personnel Hired Under This Grant:**

**Full Time** 33.5

**PartTime** 2

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

(Describe) \_\_\_\_\_

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

**Impact of additional personnel on existing space:**

**Department Head Signature** \_\_\_\_\_



**Date** 4/14/05

1     **AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY**  
2             **OF LOS ANGELES FOR THE VICTIM COMPENSATION AND**  
3             **GOVERNMENT CLAIMS VERIFICATION PROGRAM**  
4

5             **THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day  
6 of \_\_\_\_\_, 2005, in the City of Los Angeles, California, by and  
7 between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the State  
8 of California (hereinafter referred to as **COUNTY**), and the **CITY OF LOS ANGELES**, a  
9 chartered municipality organized under the laws of the State of California (hereinafter  
10 referred to as **CITY**), and both of whom collectively are referred to as **PARTIES**;

11                     **WITNESSETH**

12             **WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et seq.,  
13 has designated the Office of the District Attorney through its Victim-Witness Assistance  
14 Program as the major provider of comprehensive services to victims and witnesses of all  
15 types of crimes; and

16             **WHEREAS**, the **COUNTY** has been awarded funds in the amount of  
17 **\$5,204,780** for a two-year period from the **STATE OF CALIFORNIA, VICTIM**  
18 **COMPENSATION AND GOVERNMENT CLAIMS BOARD** (hereinafter referred to as  
19 **VCGCB**), of which **\$3,901,852**, or **\$1,950,926** for each year, will be utilized by the  
20 **COUNTY**; the remainder, **\$1,302,928**, or **\$651,464** for each year, will be allocated to the  
21 **CITY** as a subcontractor to provide completed claim verifications for the period of July 1,  
22 2005 through June 30, 2007; and

23             **WHEREAS**, the **VCGCB** has established Program guidelines which provide  
24 that there will be only one Program provider in each County; and

25             **WHEREAS**, the **CITY** desires to participate in such a program for the  
26 verification of victims' claims filed within the **CITY**; and

27             **WHEREAS**, the **CITY** has the capability of providing such services;  
28

1                   **NOW, THEREFORE**, in consideration of the mutual covenants herein set  
2 forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

3           The District Attorney's Victim-Witness Assistance Program and the City Attorney's  
4 Victim-Witness Assistance Program will adhere to all provisions of the contractual  
5 agreement set forth in the grant proposal incorporated herein by reference. Should  
6 our agencies become aware of issues of mutual concern or conflicts, we will meet  
7 and confer to determine the best possible resolution in the interests of the client  
8 population our programs serve.

9           1.    **SCOPE OF SERVICES:** The **CITY** shall provide services as described  
10               herein and in the **VCGCB** Agreement:

- 11               • The **CITY** shall provide services to verify and submit claims for the  
12               unreimbursed financial losses of certain victims of crime within the  
13               boundaries of the City of Los Angeles.

14           2.    **TIME AND PERFORMANCE:** Said services of the **CITY** are to commence  
15               on or after July 1, 2005, and shall terminate June 30, 2007.

16           3.    **ADMINISTRATION OF CONTRACT:**

17               A.    The District Attorney of the County of Los Angeles, or his designated  
18               representative, is designated as the **COUNTY's** Project Director, who  
19               shall have full authority to act for the **COUNTY** in the administration  
20               of this Contract consistent with the provisions contained herein.

21               B.    The **CITY** shall designate a specific agent who shall have full  
22               authority to act for the **CITY** with regard to the **CITY's** performance  
23               pursuant to this Contract.

24           4.    **COMPLIANCE WITH LAWS:** All parties agree to be bound by all  
25               applicable federal, state and local laws, ordinances, regulations and directives  
26               as they pertain to the performance of this Agreement.

27           5.    **DISCRIMINATION:** No person shall, on the grounds of race, sex, creed, color  
28

or natural origin, be excluded from participation in, be refused the benefits of, any activities, program or employment supported by this Agreement.

6. COMPENSATION: For performance of those services previously described, the **COUNTY** shall reimburse the **CITY** an amount of money not exceeding the sum of six hundred fifty one thousand, four hundred sixty-four dollars (\$651,464) for each year, during the period of July 1, 2005 to June 30, 2007 which payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly basis. The **CITY** will be paid by the **COUNTY** out of funds received from the **VCGCB**. Any such payments shall be contingent upon availability of **VCGCB** funds and shall not be charged upon any other funds of the **COUNTY**.

7. ACCOUNTING: **CITY** must establish and maintain on a current basis an adequate accounting system in accordance with the U.S. General Accounting Office Standards for audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office.

8. CHANGES IN CONTRACT AMOUNT: The **COUNTY** reserves the right to reduce the Agreement amount when the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the **CITY**. Such changes shall be effective upon written notice to **CITY** and **COUNTY's** Project Director.

9. REQUEST FOR FINAL PAYMENT: The **COUNTY** reserves the right to withhold five (5) percent of the Agreement amount on a completed program until a Certification of completion is issued by the **COUNTY**.

10. PROGRAM EVALUATION AND INSPECTION: The **CITY** shall make available to the Controller of the State of California and the **VCGCB** and their



1 authorized representatives for purposes of inspection and audit, any and all of  
2 its books, papers, documents, financial and other records pertaining to the  
3 operation of this Agreement. The aforesaid records shall be available for  
4 inspection and audit during regular business hours throughout the term of this  
5 Agreement, and for a period of five (5) years after the expiration of the term of  
6 this Agreement. The **CITY** shall permit the **VCGCB** and their authorized  
7 representatives to review its facilities and program operation from time to time  
8 as may be requested by the **COUNTY**, and the **VCGCB**. Said representatives  
9 may monitor the operations of this Agreement to assure compliance with all  
10 applicable federal, state and local laws and regulations.

11 11. **TERMINATION AND TERMINATION COSTS:** This Agreement may be  
12 terminated at any time by either party upon giving thirty (30) days notice in  
13 writing to the other party. The **COUNTY** may immediately terminate this  
14 Agreement upon the termination, suspension, discontinuation or substantial  
15 reduction in **VCGCB** funding for the Agreement activity. In such event, the  
16 **CITY** shall be compensated for all services rendered and all necessarily  
17 incurred costs performed in accordance with the terms of this Agreement that  
18 have not been previously reimbursed, to the date of said termination to the  
19 extent **VCGCB** funds are available. Payment shall be made only upon filing  
20 with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended  
21 and cost incurred. Said vouchers must be filed with the **COUNTY** within thirty  
22 (30) days of the date of termination.

23 12. **INDEPENDENT CONTRACTOR:** Both **PARTIES** hereto in the performance  
24 of this Agreement will be acting in an independent capacity and not as agents,  
25 employees, partners, joint venturers or associates of one another. The  
26 employees of agent of one party shall not be deemed or construed to be the  
27 agent or employees of the other party for any purpose whatsoever.

1           13.    ASSIGNMENT: No performance of this Agreement of any section thereof may  
2                   be assigned or subcontracted by the **CITY** without the express written consent  
3                   of the **COUNTY** and any attempt by the **CITY** to assign or subcontract any  
4                   performance of the terms of this Agreement shall be null and void and shall  
5                   constitute a material breach of this Agreement.

6           14.    HOLD HARMLESS:

7           A.    Neither the **COUNTY** nor any officer or employee thereof shall be  
8                   responsible for any damages or liability occurring by reason of anything  
9                   done or omitted to be done by the **CITY**, or in connection with any  
10                  authority or jurisdiction delegated to the **CITY** under this Agreement.  
11                  It is understood and agreed that, pursuant to Government Code Section  
12                  895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its  
13                  officers and employees, harmless from any liability occurring by reason  
14                  of anything done or omitted to be done by the **CITY** or any officer or  
15                  employee thereof under or in connection with any authority or  
16                  jurisdiction delegated to the **CITY** under this Agreement.

17          B.    Neither the **CITY**, nor any officer or employee thereof shall be  
18                  responsible for any damage or liability occurring by reason of anything  
19                  done or omitted to be done by the **COUNTY** under this Agreement. It  
20                  is understood and agreed that pursuant to Government Code Section  
21                  895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers  
22                  and employees, harmless from any liability imposed by reason of  
23                  anything done or omitted to be done by the **COUNTY**, of any officer or  
24                  employee thereof, under or in connection with any authority or  
25                  jurisdiction delegated to the **COUNTY** under this Agreement.

26          15.    MONITORING: The **COUNTY** shall have the authority to cause regular  
27                  monitoring of this Agreement to verify that the **CITY** is operating in

1 accordance with the **VCGCB** Agreement and the services to be performed  
2 thereto.

3 16. **NOTICES:** Notices and other correspondence shall be sent to the **COUNTY** as  
4 follows:

5 Steve Cooley  
6 District Attorney  
7 County of Los Angeles  
8 210 West Temple Street  
9 Suite 18-709C  
10 Los Angeles, CA 90012  
11 Attention: Bureau of Management and Budget

12 Notices and other correspondence shall be sent to the **CITY** as follows:

13 Rockard J. Delgadillo  
14 Los Angeles City Attorney  
15 1800 City Hall East  
16 Los Angeles, CA 90012

17 17. **AMENDMENTS AND VARIATIONS:** This writing embodies the whole of  
18 the Agreement of the parties hereto. There are no oral agreements not  
19 contained herein. No addition or variation of the terms of this Agreement shall  
20 be valid unless made in the form of a written amendment to this Agreement  
21 formally approved and executed by both **PARTIES**.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to be hereto affixed and attested by the Executive Officer-Clerk thereof, and the **CITY** has caused this Agreement for the **VCGCB** program to be signed by its duly authorized officers, the day and year written below.

County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors

Attest: Violet Varona-Lukens  
Executive Officer, Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM BY  
COUNTY COUNSEL:  
RAYMOND G. FORTNER, JR.

City of Los Angeles  
Contractor:

By Kene Brown  
Deputy

By \_\_\_\_\_

\_\_\_\_\_

(Title)

1                                   **BOARD OF SUPERVISORS**  
2                                   **COUNTY OF LOS ANGELES**

3                                   **RESOLUTION**

4                                   Accept Joint Exercise of Power  
5                                   and Funeral Burial/Domestic Violence Agreement  
6                                   with the State of California Victim Compensation and  
7                                   Government Claims Board

8                                   Pursuant to California Penal Code Section 13835 et. Seq

9                                   **WHEREAS**, the County of Los Angeles is charged with providing vital  
10                                  services in the area of courts, law enforcement, and adult and juvenile  
11                                  justice to a population in excess of ten million persons; and

12                               **WHEREAS**, the County of Los Angeles Office of the District Attorney  
13                               (DA) is authorized, pursuant to Government Code Section 26500.5, to enter  
14                               into an Agreement for the receipt of federal and/or State funding from the  
15                               State Victim Compensation and Government Claims Board (VCGCB) for the  
16                               nature of services contemplated herein; and

17                               **WHEREAS**, the Board of Supervisors of the County of Los Angeles,  
18                               pursuant to Penal Code Section 13835.2, has designated the DA through its  
19                               Victim-Witness Assistance Program as the major provider of comprehensive  
20                               services to victims and witnesses of crime; and

21                               **WHEREAS**, the VCGCB has been authorized funds to contract with  
22                               local Victim-Witness Centers to provide claims verification services and to  
23                               reimburse verified funeral/burial claims and domestic violence relocation  
24                               expenses; and

25                               **WHEREAS**, the County of Los Angeles, acting through its Board of  
26                               Supervisors, desires continued participation in programs for the verification  
of victim claims and payment of funeral burial/domestic violence relocation  
expenses within its program area, for the two-year period commencing July  
1, 2005 and ending June 30, 2007, and has the capability of providing such  
services through the DA's Claims Verification Unit; and

1       **WHEREAS**, the VCGCB has allocated funds for County Fiscal Year  
2 2005-2006 and 2006-2007 for the DA's Claims Verification Unit for these  
3 specific tasks;

4       **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of  
5 the County of Los Angeles, hereby authorizes the DA to enter into an  
6 Agreement for a period of twenty four months, commencing July 1, 2005  
7 and ending June 30, 2007 with VCGCG for the above referenced programs;

8       **BE IT FURTHER RESOLVED** that the Board of Supervisors of the  
9 County of Los Angeles hereby approves acceptance of funds to be used  
10 exclusively for the designated programs, which may be awarded pursuant to  
11 the attached Agreement;

12       **BE IT FURTHER RESOLVED** that the State funds received hereunder  
13 shall not be used to supplant local funds controlled by this body;

14       **BE IT FURTHER RESOLVED** that the Board of Supervisors of the  
15 County of Los Angeles hereby authorizes the District Attorney or his  
16 designee, to serve as Project Director for said program and to execute the  
17 Agreement, on behalf of Los Angeles County, and to perform all further  
18 tasks necessary for the completion of the project, including execution and  
19 submission of amendments, progress reports and payment requests to the  
20 Agreement.

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**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Deputy

By Kane Brown